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a right to rely on the other, any concealment is a bar to the Statute. *Cress* v. *Ivens* (1912) 155 Iowa 17, 134 N. W. 869. In such a case silence is regarded as concealment. See *Caffee* v. *Berkley* (1909) 141 Iowa 344, 349, 118 N. W. 267. Otherwise it generally is not. *Short* v. *Estate of Jacobus* (1918) 212 Ill. App. 77. An act of concealment may be coincident in time with the act complained of. *Athey* v. *Hunter* (1895) 65 Ill. App. 453. It may be the same act. See *Shuck* v. *Bramble* (1914) 122 Md. 411, 414, 89 Atl. 719. And if the effect of the act sued for is to conceal the cause of action the Statute does not operate until the cause of action is discovered. See *Dean* v. *Dean* (Tex. Civ. App. 1919) 214 S. W. 505, 509. The instant case interprets the Statute to mean that any failure to discover a cause of action which the defendant intended to conceal bars the Statute. This seems opposed to the general interpretation of similar Statutes.

SURETYSHIP—BOND TO SECURE JUDGMENT—EFFECT OF AMENDING COMPLAINT.—The plaintiff was suing X for $23,400. Defendant company entered a bond undertaking, in the sum of $24,000, that X would pay any judgment obtained against him. The plaintiff subsequently amended his complaint, but without changing his cause of action, to ask $30,000 in damages, and recovered a judgment for that sum. *Held,* defendant is not discharged and is liable for the amount of $24,000. *Turner* v. *Fidelity & Deposit Co. of Maryland* (Cal. 1921) 200 Pac. 959.

A surety on a bond, conditioned on the payment of whatever judgment is recovered in a pending action, is discharged if the plaintiff changes the form of action. *Michelin Tire Co.* v. *Bentel* (Cal. 1920) 193 Pac. 770. This discharge is given on contractual grounds, for the change either causes a failure of consideration or prevents the condition precedent to the surety's liability from happening. But a discharge because of an increase in the damages asked must rest on the equitable ground that any increase in the surety's risk will discharge. *Cf. Holme* v. *Brunskill* (1877) L. R. 3 Q. B. D. 495. A mere increase in the *ad damnum* clause does not discharge the surety. *Bierce* v. *Waterhouse* (1911) 219 U. S. 320, 334, 31 Sup. Ct. 241; *cf. Warren Bros.* v. *Kendrick* (1910) 113 Md. 603, 77 Atl. 847; but *cf. Ruggles* v. *Berry* (1884) 76 Me. 262. The theory of these cases is that the surety contemplates an increase up to the amount named in the bond. See *Bierce* v. *Waterhouse, supra,* 334. Since the penal sum is usually twice the judgment asked and the premium is charged on the basis of this amount, this reasoning is correct, if there is no increase beyond the penal amount, for in such a case the surety is being compensated for the increased risk. But this reasoning does not apply to the instant case. Here the penal sum named was approximately the same as the judgment asked. The possibility of the debtor's default in the payment of the larger judgment is greater than originally. Hence the surety's risk is increased. On equitable grounds, therefore, he should be discharged.

TENANCY IN COMMON—ACCOUNTING OF PROFITS DERIVED FROM ILLEGAL USE OF PROPERTY.—Without the plaintiff's consent, the defendant leased for immoral use property which the plaintiff and defendant owned as tenants in common. To a petition for an accounting of rents and profits the defense contended that to compel an accounting of profits so derived would be to enforce an illegal transaction. *Held,* the plaintiff not being a party to the illegal transaction was entitled to an accounting. *Daniel* v. *Daniel* (Wash. 1921) 198 Pac. 728.

Courts generally will not enforce illegal or immoral transactions. *Reed* v. *Johnson* (1901) 27 Wash. 42, 67 Pac. 381; *McDonnell* v. *Rigney* (1896) 108 Mich. 276, 66 N. W. 52. Nor will they reimburse one who for another expended money for illegal or immoral purposes. *Smith* v. *Crockett Co.* (1912) 85 Conn. 282, 82

Atl. 569; *Stirtan* v. *Blethen* (1914) 79 Wash. 10, 139 Pac. 618. But where the fruits of a closed illegal transaction are involved there is a decided split of authority. The more prevalent view seems to be that the courts will not aid in the division of profits of such a transaction as between participating associates. *King* v. *Winants* (1874) 71 N. C. 469; *Sykes* v. *Beadon* (1879) L. R. 11 Ch. 170; *Goodrich* v. *Houghton* (1892) 134 N. Y. 115, 31 N. E. 516; *Vincent* v. *Moriarity* (1898) 31 App. Div. 484, 52 N. Y. Supp. 519. But an earlier case in the instant jurisdiction compelled the payment over of profits even among such participants. *McDonald* v. *Lund* (1896) 13 Wash. 412, 43 Pac. 384. Where the party seeking the accounting took no part in the illegal enterprise there seems to be no valid reason why relief should be denied. *Irwin* v. *Curie* (1902) 171 N. Y. 409, 64 N. E. 161. The court in the instant case in so deciding was well in line with the authorities, and its reasoning indicates a departure from the attitude evinced in *McDonald* v. *Lund, supra.*

TRADE UNIONS—THREATENED STRIKES—LIABILITY FOR COMPELLING DISCHARGE OF NON-UNION EMPLOYEE.—The defendants, representatives of a labor union, objected to the employment of the plaintiff because he did not belong to and refused to join the union, and threatened to call a strike if he was not discharged. The union agreed to reimburse the employer for the weeks wages that it believed due the plaintiff in lieu of notice. The plaintiff was discharged and brought this action for damages against the union representatives. *Held,* for the defendants. *White* v. *Riley* [1921] 1 Ch. 1.

An action will lie for interference with the right of an individual to sell his labor, unless justified. *Giblan* v. *National etc. Union etc.* [1903] 2 K. B. 600; *Curran* v. *Galen* (1897) 152 N. Y. 33, 46 N. E. 297; see *Sparks* v. *McCreary* (1908) 156 Ala. 382, 387, 47 So. 332. Such interference is justified when done in the ordinary course of competition and for the purpose of securing an immediate benefit. See *Berry* v. *Donovan* (1905) 188 Mass. 353, 357, 74 N. E. 603; *National Protective Ass'n* v. *Cumming* (1902) 170 N. Y. 315, 326, 335, 63 N. E. 369. But the courts are widely at variance as to what constitutes such immediate benefit. See (1918) 18 COLUMBIA LAW REV. 252. So a threat to strike to maintain a closed shop is lawful because for the purpose of benefiting the members of the union. *Kemp* v. *Division No. 241* (1912) 255 Ill. 213, 99 N. E. 389. But procuring the plaintiff's discharge because he did not pay his union dues was held an unlawful interference. *Giblan* v. *National etc. Union etc., supra.* But in a case similar to the instant one, a strike to compel the discharge of an employee because he refused to join the union was held unlawful. *Curran* v. *Galen, supra.* The distinction between this type of case and one where the purpose is to maintain a closed shop seems small, and probably those jurisdictions which condemn a strike for the closed shop would not countenance this. The instant case, in holding a threat to strike for this purpose lawful goes a step further than any of the decided cases. What is a justification seems to be simply a question of policy. Since the union requested the employer to perform his agreement with a promise to reimburse him, the question of liability for inducing a breach of contract is not involved.

WITNESSES—PRIVILEGE AGAINST SELF-CRIMINATION.—A witness refused to answer a question on the ground that it would tend to criminate him. It was apparent that it could do so only in a foreign jurisdiction. On motion to direct the witness to answer, *held,* the privilege does not extend to cases of this kind. *In re Cappeau* (App. Div. 1st Dept. 1921) 190 N. Y. Supp. 452.

If the privilege be confined to cases in which crimination tends to take